

SETTLEMENT AGREEMENT

WHEREAS, the parties, Filo Promotions, Inc. ("Plaintiff") and BATHTUB GINS, INC. a/k/a THE BATHTUB GINS and The BathTub Gins Inc ("Defendant") are the parties to a certain action pending in the United States District Court for the Southern District of New York (pending under docket no. 17cv10246(GHW)(SN)), and Whereas Defendant waives any personal jurisdiction defenses it may have had in said action; and

WHEREAS, both parties desire to settle this action, the following agreement ("Agreement") is hereby agreed to by both parties and executed by authorized persons representing both Plaintiff and Defendant:

1. Defendant agrees to Cease and Desist by July 1, 2018 from using the word "BathTub Gin" in commerce or any variation thereof or any mark substantially similar thereto in commerce or in any advertising or publication to any portion of the public. Defendant acknowledges that it will be infringing upon the Plaintiff's Registered Trademark BATHTUB GIN (Serial # 85-220,208) if it uses the mark BATHTUB GIN or any word or words substantially similar thereto, (including but not limited to "The Bathtub") after July 1, 2018.
2. The parties concur that Defendant's use of the corporate name "Bathtub Gins Inc." or "The BathTub Gins Inc" solely on Defendant's incorporation papers and Licensing is not "use in commerce" as it is not published on the internet, in any marketing material and the purchasing public is unaware of the corporate name, and as such will not be infringing use.

3. The Defendant will execute the Consent Injunction annexed hereto as Exhibit A, contemporaneous with the Agreement which the Plaintiff may file with the Court. Defendant will remove any publication to the public of the name BATHTUB GIN including signage, stationary, Facebook name, website, and will notify third parties of the change in name, including Yelp, Foursquare, and Trip Advisor. Defendant and its employees, officers and owners will delete or cause to be deleted the domain bathtubginnc.com

4. **Integration.**

The parties represent that they are competent and legally able to enter into this Settlement Agreement which constitutes the entire agreement between the parties, with respect to this matter and following the execution of this agreement, no representations, agreements or undertaking of any kind either written or oral, shall be binding upon the parties, unless expressly contained therein.

5. **Applicable Law.**

The parties and all signatories to this document hereby acknowledge that this settlement agreement and release shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles and all actions to enforce this agreement or any rights that the Plaintiff has against the Defendant will be brought in Federal or State Courts located in New York County, State of New York and Defendant hereby waives any forum non conveniens or personal jurisdiction defenses to any such action.

6. Counterparts.

This settlement agreement may be executed in any number of counterparts. Also such counterparts shall be determined to be originals and shall together constitute one and the same legal instrument.

8 Releases

Plaintiff, fully, finally, and forever releases and discharges Defendant, its agents, employees, affiliates, divisions, distributors and customers from any and all claims arising out of their use of the word "BATHTUB GIN" up to July 1, 2018.

Defendant, along with its agents, employees, affiliates, owners, shareholders, officers, fully, finally, and forever releases and discharges Plaintiff, its agents, employees, affiliates, divisions, distributors and customers from any and all claims arising out of their past, present and future use of the word "BATHTUB GIN".

Defendant shall be deemed to have paid Plaintiff eight thousand one hundred (\$8,100.00) dollars (due to the Plaintiff pursuant to an Order dated April 25, 2018) upon the Defendant's execution of the Assignment annexed hereto as Exhibit B.

9. Defendant and its employees/officers/owners agree to execute such other and further documentation as may be necessary and reasonable to affect the objectives contemplated by this Agreement.

10. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereto and supersedes any other written or oral understandings relating to the subject matter hereto. This Agreement may be modified only in a writing signed by the parties.

11. Ambiguity and Uncertainty. The Agreement will be construed as if all Parties and each of them prepared this Agreement and any ambiguity or uncertainty will not be interpreted against any one Party.

12. Any notices required to be given under this Agreement and/or any claim for violation of the agreement shall be sent by certified mail, Federal Express, UPS or other means which provides for a proof of dispatch and shall be deemed delivered upon dispatch to the following addresses or to such other addresses which the parties may designate in the future:

For Defendant:

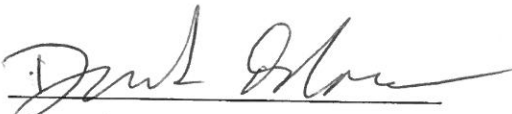
Michael David Ogden
166 N. Main Street
Mooresville, NC 28115

For Plaintiff:

John P. Bostany
The Bostany Law Firm PLLC
3 World Financial Center, 24th Floor
New York, NY 10281

Filo Promotions, Inc.

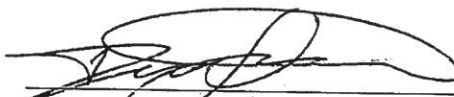
By its Authorized Representative



David Oslonov, President

Bathtub Gms, Inc.

By its Authorized Representative



Michael David Ogden, President

Date: 5/3/18

Date: 5.3.2018